

NOAH BARISH, Bar No. 105847
MCKANNA BISHOP JOFFE LLP
1635 NW Johnson Street
Portland, OR 97209
Phone: 503-821-0960
Fax: 503-226-6121
Email: nbarish@mbjlaw.com

*CAREN P. SENCER, Cal. State, Bar No. 233488
(*PRO HAC VICE ADMISSION PENDING*)
*MATTHEW J. ERLE, Cal. State, Bar No. 333371
(*PRO HAC VICE ADMISSION PENDING*)
WEINBERG, ROGER & ROSENFELD
A Professional Corporation
1375 55th Street
Emeryville, California 94608
Telephone: (510) 337-1001
Fax: (510) 337-1023
E-Mail: csencer@unioncounsel.net
merle@unioncounsel.net

Attorneys for Petitioner
Teamsters Local Union No. 206

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

TEAMSTERS LOCAL UNION NO. 206,

Case No.:

Petitioner,

v.

PETITION TO COMPEL ARBITRATION

MONDELÉZ GLOBAL, LLC,

[Request for Expedited Hearing]

Respondent.

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Pursuant to section 301 of the Labor Management Relations Act (LMRA), 29 U.S.C. § 185, and the Federal Arbitration Act (FAA), 9 U.S.C. § 4, Petitioner, Teamsters Local Union No. 206 (hereinafter “Union” or “Petitioner”), petitions this court to issue an order compelling Mondeléz Global, LLC. (hereinafter “Mondeléz” or “Respondent”), to submit a dispute involving the interpretation of the parties’ Collective Bargaining Agreement to arbitration.

JURISDICTION

1. Jurisdiction of this Court is proper under section 301(c) of the LMRA, 29 U.S.C. § 185(c), and 28 U.S.C. § 1331 (federal question jurisdiction). This Petition is brought under the terms of the Federal Arbitration Act, 9 U.S.C. §§ 1-307, in that there is a controversy between the parties which they have agreed to settle by arbitration.

2. Venue is proper in the United States District Court for the District of Oregon under section 301(a) of the LMRA, 29 U.S.C. § 185(a), and under 28 U.S.C. § 1391(b) because the events underlying the dispute which is subject to arbitration arose in this District. This dispute concerns the outsourcing of work performed by Union’s members at Respondent’s bakery in Portland, Oregon to a fulfillment center also located in Portland, Oregon.

PARTIES

3. Petitioner is a labor organization within the meaning of 29 U.S.C. § 152(5). Petitioner does business within this jurisdictional district. It is a labor organization organized for the purpose of representing its members in their terms and conditions of employment.

4. Respondent is engaged in an industry affecting commerce within the meaning of 29 U.S.C. § 152(2). Respondent is an employer within the meaning of the Labor-Management Relations Act of 1947, 29 U.S.C. §§ 141-187, and employs members of Petitioner.

FACTUAL ALLEGATIONS

5. Respondent is signatory and bound to a collective bargaining agreement (hereafter “CBA”) with Petitioner that covers the term of December 1, 2019 to December 1, 2023. A copy of the CBA is attached hereto as Exhibit A and incorporated herein by reference.

6. A dispute has existed over the interpretation and/or application of the Collective Bargaining Agreement. Petitioner's members handle finished snack foods at Respondent's Portland bakery including palletizing, loading, and preparing products for shipment. Pursuant to Article 1 of the CBA, Respondent "recognizes the Union as the sole collective bargaining agent for the employees in job classifications covered by" the CBA and has agreed that "[o]nly bargaining unit employees will do bargaining unit work" with limited exceptions. In 2022, without giving Petitioner notice, Respondent opened a "fulfillment center" in the same city of Portland, Oregon.

7. On May 19, 2023, Petitioner filed a grievance alleging that Respondent violated various provisions of the CBA by opening and/or utilizing a new facility to perform bargaining unit work, including Articles 1, 8, 16, and 20. These provisions require Respondent to assign bargaining unit work to bargaining unit members, enforce Union security, pay specified wages and benefits including pension contributions, and more. Respondent contended that the work at the Portland fulfillment center is not covered by the CBA.

8. The parties were unable to resolve the dispute after the filing of the grievance, so Petitioner demanded arbitration. On June 16, 2023, Petitioner sent a demand for arbitration to Respondent and requested that the parties cooperate in the selection of an arbitrator. On June 23, 2023, Respondent refused to arbitrate the grievance and threatened to sue Petitioner for declaratory judgment if the Union continued to pursue the grievance through arbitration. Copies of correspondence between the Petitioner and Respondent are attached hereto as Exhibit B, and are incorporated herein by reference.

9. At all times Petitioner has complied with all the terms and conditions of the Collective Bargaining Agreement, but Respondent has failed and refused to comply with the grievance and arbitration provisions of the CBA, or to submit the dispute for resolution pursuant to the provisions of said grievance and arbitration provisions.

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WHEREFORE, PETITIONER prays relief as follows:

1. This Court treat this as a summary matter based on this petition, the motion, memorandum of points and authorities and supporting documents filed simultaneously herewith, and any response thereto pursuant to the procedures of the Federal Arbitration Act, 9 U.S.C. §§ 4 and 6;
2. An order issue requiring Respondent to submit the outstanding dispute to arbitration, to proceed with the selection of an arbitrator as required by grievance and arbitration procedures contained in the Agreement, and to otherwise comply with those procedures;
3. An award for attorneys' fees and costs to be determined in a separate motion for attorneys' fees; and
4. For such other and further relief as this Court deems just and proper.

Dated: August 3, 2023

WEINBERG, ROGER & ROSENFELD
A Professional Corporation

By: /s/ Matthew J. Erle
CAREN P. SENCER
MATTHEW J. ERLE

Dated: August 3, 2023

MCKANNA BISHOP JOFFE LLP

/s/ Noah Barish
NOAH BARISH

Attorneys for Petitioner
TEAMSTERS LOCAL UNION NO. 206